

(323) 881-2401

April 3, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
400 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF AGREEMENT FOR EXCHANGE OF  
FIRE PROTECTION AND RESCUE SERVICES BETWEEN THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
AND THE ORANGE COUNTY FIRE AUTHORITY  
(4th DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE  
GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

Approve and instruct the Chair of the Board to sign the attached Agreement for Exchange of Fire Protection and Rescue Services-Automatic Aid/Initial Action (Agreement) between the Consolidated Fire Protection District of Los Angeles County (District) and the Orange County Fire Authority (OCFA).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

This Agreement will replace the existing Agreement between the County of Orange and the County of Los Angeles for the Exchange of Fire Protection and Rescue Services approved by your Board on July 23, 1985 (No. 50325). In March 1995, the OCFA became the successor agency to the Orange County Fire Department. The OCFA is now requesting that a new agreement be established between the OCFA and the District. This Agreement, will allow the two parties to continue to provide reciprocal assistance based on station proximity to an emergency incident regardless of jurisdictional boundaries, and reflects the name change to OCFA.

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Additionally, this Agreement authorizes the Fire Chief to develop and enter into a Memorandum of Understanding (MOU) as a guide for day-to-day operations between the OCFA and the District. Such an MOU was established in 1986 and will remain in effect under the new agreement.

**FISCAL IMPACT/FINANCING:**

There is no additional District cost involved in this Agreement. Financing is not applicable.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

This Agreement will be effective the day it is approved by OCFA and shall remain in effect until terminated by either party. Termination requires at least a 30-day written notice.

County Counsel has approved this Agreement as to form.

This Agreement involves the administrative organizational name change of an existing Agreement only and is not subject to CEQA requirements pursuant to Title 14, California Code of Regulations §15378(b)(5).

**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

This Agreement allows the continued exchange of fire protection and rescue services.

**CONCLUSION:**

Please instruct the Executive Officer-Clerk of the Board to return the following to this office:

- Two (2) copies of the Minute Order and/or this approved letter, as applicable.
- Two (2) executed original Agreements and two (2) copies of the Agreement.

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The District will forward the two executed original Agreements to the OCFA for its approval, and ensure that an originally executed Agreement is delivered to the Executive Officer-Clerk of the Board of Supervisors upon its approval by the OCFA Board of Directors.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:KC:fd

Attachment

c: Chief Administrative Officer  
County Counsel  
Auditor-Controller  
Executive Officer, Board of Supervisors

1                                   **AGREEMENT FOR EXCHANGE OF FIRE**  
2                                   **PROTECTION AND RESCUE SERVICES**  
3                                   **AUTOMATIC AID/INITIAL ACTION**  
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6           THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
7 2003, by and between the Orange County Fire Authority, hereinafter referred to as  
8 "Authority," and the Consolidated Fire Protection District of Los Angeles County,  
9 hereinafter referred to as "District."

10                                   W I T N E S S E T H

11           WHEREAS, the parties to this agreement provide fire protection and rescue  
12 services within their respective territorial limits; and

13           WHEREAS, each party is desirous of providing to the other a reasonable and  
14 reciprocal exchange of fire and rescue services on a day-to-day basis; and

15           WHEREAS, this agreement is authorized and provided for by provisions of the  
16 Health and Safety Code Section 13863 and Government Code Section 6506 of the State  
17 of California.

18           **NOW, THEREFORE, in consideration of these mutual covenants, the parties**  
19 **hereto agree as follows:**

20                                   I.

21           The Authority agrees to provide a designated fire or rescue response, as  
22 determined by the Fire Chiefs of the District and the Authority respectively, upon request  
23 by the District, to that area located within the jurisdiction of the District.

24                                   II.

25           In return for the service to be provided by the Authority, the District agrees to  
26 provide a designated fire or rescue response, as determined by the Fire Chiefs of the  
27 District and the Authority respectively, upon request by the Authority, to that area located  
28 within the jurisdiction of the Authority.

1 III.

2 Upon receipt by the District of an alarm within the jurisdiction of the District, the  
3 District, as the jurisdictional department, will dispatch its nearest available and  
4 appropriate designated fire or rescue response to that alarm and also notify the Authority  
5 fire dispatcher who will, in turn, dispatch the agreed-upon response.

6 IV.

7 Upon receipt by the Authority of an alarm within the jurisdiction of the Authority, the  
8 Authority, as the jurisdictional department, will dispatch its nearest available and  
9 appropriate designated fire or rescue response to that alarm and also notify the District  
10 fire dispatcher who will, in turn, dispatch the agreed-upon response.

11 V.

12 The District and the Authority intend that this agreement will provide mutual  
13 benefits to both parties and herein authorize the Fire Chiefs of the District and the  
14 Authority to revise any designated response areas or types of response periodically as  
15 may be dictated by changing conditions and the requirements of mutual benefits to both  
16 parties. It is agreed that substantial reductions of fire protection and/or emergency  
17 medical services by either party shall be cause for reconsideration of this agreement.

18 VI.

19 Specific details as to amounts and types of assistance to be dispatched, methods  
20 of dispatching and communications, training programs and procedures, methods of  
21 requesting aid, and the names of persons authorized to send and receive such requests,  
22 together with lists of equipment and personnel which will be utilized, shall be developed  
23 by the Fire Chiefs of the District and the Authority. Such details shall be recorded in a  
24 Memorandum of Understanding and signed by both Fire Chiefs of the District and the  
25 Authority.

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VII.

In those instances where the department providing aid arrives before the jurisdictional department, the department providing aid will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional department will arrive shortly after the arrival of the department providing aid. Therefore, the responsibility for coping with the situation will be immediately assumed by the jurisdictional department upon its arrival at the scene. The personnel of the department providing aid will be under the direction of the officer in charge of the jurisdictional fire department. It is further agreed that the department providing aid will be released from the scene as soon as practical by the jurisdictional fire department.

VIII.

It is mutually understood and agreed that this agreement does not relieve either party from the necessity and obligation of using its own resources for furnishing fire and/or rescue service within any part of its own jurisdiction and that the response of the department providing aid to a request for aid will be dependent upon and subject to the existing emergency conditions within its own jurisdiction and the status of its resources.

IX.

This agreement shall not be construed as or deemed to be an agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

X.

No party furnishing aid pursuant to this agreement shall be entitled to compensation for services rendered to the requesting party, it being understood that the respective covenants contained in this agreement shall constitute the sole consideration for such services.

XI.

It is mutually understood and agreed that the party requesting aid is not required to indemnify the party providing aid as to liability or damage imposed by law upon the party

1 providing aid by reason of an act or omission of the employees of the party providing aid  
2 occurring in the performance of the service.

3 XII.

4 This agreement shall remain operative and effective until participation is terminated  
5 by either party. It is further agreed that either party may terminate the agreement for  
6 convenience at any time by giving written notice to the other party at least thirty (30) days  
7 prior to the effective date of termination.

8 XIII.

9 It is mutually understood that this agreement will in no way affect or have any  
10 bearing on the existing Uniform Mutual Assistance Agreement for Fire Protection and  
11 Rescue Services, which is between the District and the Authority, nor will this agreement  
12 affect or have any bearing on the existing California Master Mutual Aid Agreement.

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1 IN WITNESS WHEREOF, this agreement has been executed on the day and year  
2 first above written and is effective and operative as to each of the parties as herein  
3 provided.

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5 ORANGE COUNTY FIRE AUTHORITY

CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY

6  
7  
8 By \_\_\_\_\_  
9 Chris Lowe, Chair

By \_\_\_\_\_  
Chair, Board of Supervisors

10 Date \_\_\_\_\_

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12 SIGNED AND CERTIFIED THAT A  
13 COPY OF THIS DOCUMENT HAS BEEN  
14 DELIVERED TO THE CHAIRMAN OF  
15 THE BOARD:

ATTEST:  
Violet Varona-Lukens, Executive Officer,  
Clerk of Board of Supervisors

16 By \_\_\_\_\_  
17 Nancy Swanson  
18 Clerk of the Board  
Orange County Fire Authority

By \_\_\_\_\_  
Deputy

19 Date \_\_\_\_\_

20  
21 APPROVED AS TO FORM:

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
COUNTY COUNSEL

22  
23  
24 By \_\_\_\_\_  
25 Authority Counsel

By \_\_\_\_\_  
Deputy

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